

ATTACHMENT III

NETWORK ELEMENTS

1. Introduction

SWBT shall provide unbundled Network Elements in accordance with this Agreement, the Act, FCC Order, Rules and Regulations, and Commission Order and Rules. The price for each Network Element is set forth in Attachment I of this Agreement. Except as otherwise set forth in this Attachment, MCIm may order Network Elements as of the Effective Date for the provision of its telecommunications services. *There shall be no restrictions or limitations on MCIm's use of Unbundled Network Elements. MCIm agrees to abide by existing standards including standards regarding interference.* [Missouri Award No. 8]

SWBT 1-1 SWBT shall provide unbundled Network Elements in accordance with this Agreement, the Act, FCC Order, Rules and Regulations, and Commission Order and Rules. The price for each Network Element is set forth in Attachment I of this Agreement. Except as otherwise set forth in this Agreement, MCIm may order Network Elements as of the Effective Date. MCIm will utilize UNEs in a manner which meets industry standards and will abide by existing standards, including standards regarding interference. SWBT will not impose unnecessary restrictions, specifically, there will be no restrictions or limitations on the use of UNEs that could be utilized by SWBT as a barrier to competition. [Missouri Award No. 8]

2. Unbundled Network Elements

2.1 General Provisions

2.1.1 In compliance Missouri Public Service Commission Order in Case No. TO-97-67, *SWBT should make available the following unbundled network elements without restriction*[Missouri Award No. 3]:

2.1.1.1 *Local Loops*, as defined in Section 4; [Missouri Award No. 3(1)]

2.1.1.2 *Sub-loop elements*; [Missouri Award No. 5]

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2.1.1.3 *Loop cross-connects*; [Missouri Award No. 3(2) and 4)]

2.1.1.4 *Access to the Network Interface Device* as defined in Section 5; [Missouri Award No. 3(3)]

2.1.1.5 *Local and Tandem Switching Capability* as defined in Sections 6 and 14; [Missouri Award No. 3(4)]

2.1.1.6 *Interoffice transmission facilities*, including Dedicated Transport as defined in Section 10 and Common Transport as defined in Section 9 [Missouri Award No. 3(5)]

2.1.1.7 *Signaling Networks and Call-Related Databases* as defined in Sections 11,12, and 13; [Missouri Award No. 3(6)]

2.1.1.8 *Operator Support Systems functions* as defined in Attachment VIII; [Missouri Award No. 3(7)]

2.1.1.9 *Operator Services and Directory Assistance* as defined in Sections 7, 16, 17, and 18; [Missouri Award No. 3(8)] and

2.1.1.10 *Dark fiber* [Missouri Award No. 6]

2.1.2 Except upon request, SWBT will not separate requested network elements that SWBT currently combines.

2.1.3 SWBT shall, upon request of MCIm and to the extent technically feasible, provide MCIm access to other Network Elements, including those requested to be separated from current unbundled network elements, for the provision of MCIm's Telecommunications Service in accordance with the Act. Such request by MCIm shall be processed in accordance with the provisions described in Attachment XI.

2.1.4 The Parties recognize that equipment vendors may manufacture telecommunications equipment that does not fully incorporate or may deviate from Industry Standards referenced in this Agreement. Due to the manner in which individual equipment manufacturers have chosen to implement industry standards into the design of their products, along with differing vintages of these individual facility components and the presence of embedded technologies that pre-date current Technical Standards, some of the

individual facility components deployed within SWBT's network may not adhere to all of the specifications presented in the Bellcore, ANSI, ITU and other technical and performance standards outlined in this Agreement. However, the design and provisioning of facilities and services by SWBT is performed consistent with the technical requirements as defined in the Bellcore Technical Interface Reference Manual (TIRM). Furthermore, individual facility components (i.e. Digital Loop Carrier (DLC), Next Generation Digital Loop Carrier (NGDLC), Fiber Optic Terminals (Async or SONET), etc.) perform within the technical requirements as defined by the TIRM. Within forty-five (45) days after the Effective Date of this Agreement, the Parties will develop processes by which SWBT will inform MCIm of deviations from Standards for Network Elements ordered by MCIm. Further, the Parties agree that those documented deviations from such standards documented by SWBT to MCIm shall supersede sections of technical standards applicable to such deviations referenced in this Agreement.

2.1.5 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

2.1.6 *The Parties shall submit for approval a procedure for exchanging information on the availability of dark fiber for lease and on the usage of leased dark fiber.* [Missouri Award No. 6]

2.2 Combination of Unbundled Network Elements

2.2.1 SWBT will provide unbundled network elements in a manner that allows MCIm to combine such network elements **and that would not impair the ability of MCIm** to provide a telecommunication service.

2.2.2 Upon request, SWBT will perform the functions necessary to combine unbundled network elements in any manner permitted by law, even if those elements are not ordinarily combined in SWBT's network, provided that such combination is:

2.2.2.1 technically feasible; and

2.2.2.2 would not impair the ability of other carriers to obtain access to unbundled network elements or to interconnect with SWBT's network.

fulfill those requests. Subsequent requests involving a small number (1-10) can be accomplished within thirty (30) days.

2.3 SWBT will make available to MCIm the ability to route all Directory Assistance and Operator Services calls (1+411, 0+411, 0-, and 0+ Local,) dialed by MCIm Customers directly to the MCIm Directory Assistance and Operator Services platform. Customized Routing will not be used in a manner to circumvent the inter or Intra-LATA presubscription process directed by the FCC.

2.4 SWBT will provide the functionality and features within its local switch to route MCIm customer-dialed Directory Assistance local calls to MCIm. (Designated trunks via Feature Group C signaling, or as the Parties may otherwise agree, for direct-dialed calls (i.e., sent paid).)

2.5 After implementation of dual PIC, SWBT will route IntraLATA Toll calls (as defined by the exchange dialing plan) via the commission mandated dual PIC method (when implemented) when MCIm uses Local Switching elements. SWBT will route InterLATA calls (as defined by the exchange dialing plan) via the existing PIC process when MCIm uses Local Switching elements.

2.6 The Parties agree that, in the event of an emergency wherein an MCIm customer must reach a non-MCIm customer that has a non-published telephone number, the MCIm operator will contact SWBT's operator and request the assistance of a supervisor to the extent done by SWBT's operators.

2.7 SWBT will forward with Directory Assistance and Operator Services calls from MCIm customers the appropriate line data required by MCIm to identify the type of line for the purposes of call handling and recording.

2.8 Direct routing capabilities described herein will permit MCIm customers to dial the same telephone numbers for MCIm Directory Assistance and Operator Services that similarly-situated SWBT customers dial for reaching equivalent SWBT services.

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ATTACHMENT IV

INTERCONNECTION

1. Interconnection Pursuant to Section 251(c)(2)

1.1 Introduction

This Attachment describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

MCIm shall be allowed to designate any technically feasible point of interconnection including: 1) mid-span meets; 2) line-side of local switch; 3) trunk-side of local switch; 4) trunk interconnection point for tandem switch; 5) central office cross connect points; 6) out-of-band signal transfer points; and 7) the points of access to unbundled elements or 8) as otherwise agreed to by the Parties irrespective of whether defined by the FCC or the Commission. A mid-span meet shall not require each Party to physically build its separate segment of a facility. This permits shared ownership of a facility built by one Party, with a meet-point denoting where ownership changes and with both Parties bearing their proportionate share of the costs. [Missouri Award No. 10 and No. 10(2)]

SWBT shall provide interconnection to MCIm that is equal in quality to that provided by SWBT to itself or to any subsidiary, affiliate or third party as described in Section 1.6 of this Attachment.

1.2 Interconnection Point

1.2.1 "Interconnection Point" or "IP" means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between MCIm and SWBT for the local interconnection of their networks.

1.2.2 *MCIm may designate, at its option, a minimum of one point of interconnection within a single SWBT exchange where SWBT facilities are available, or multiple points of interconnection within the exchange, for the exchange of all traffic within that exchange. If MCIm desires a single point for interconnection within a LATA,*

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SWBT shall provide dedicated or common transport to any other exchange within a LATA requested by MCIm. Alternatively MCIm may self-provision, or use a third-party's facilities. [Missouri Award No. 10(1)] MCIm will be responsible for engineering and maintaining its network on its side of the IP. SWBT will be responsible for engineering and maintaining its network on its side of the IP. If and when the Parties choose to interconnect at a mid-span meet, MCIm and SWBT will jointly provision the facilities that connects the two networks and shall share the financial and other responsibilities for that facility.

1.2.2.1 Upon MCIm's request for additional points of interconnection, SWBT will interconnect with MCIm at any technically feasible point of MCIm's choosing using the same technical configuration or using other arrangements including, but not limited to, mid-span fiber meets, entrance facilities, TELCO closets, and physical or virtual collocation.

1.2.2.2 Within three (3) business days of MCIm's request for any IP, SWBT shall provide any information in its possession or known to it regarding the environmental conditions of the IP route or location including, but not limited to, the existence and condition of asbestos, lead paint, hazardous substance contamination, or radon. Information is considered "available" under this agreement if it is in SWBT's possession, or the possession of a current or former agent, contractor, employee, lessor, or tenant of SWBT's.

1.2.2.3 SWBT shall allow MCIm to perform any environmental site investigations, including, but not limited to, asbestos surveys that MCIm deems to be necessary in support of its collocation needs.

1.2.2.4 If interconnection is complicated by the presence of environmental contamination or hazardous materials and an alternative route or location is available, SWBT shall make such alternative route or location available for MCIm's consideration.

1.2.3 MCIm *may test its own interconnections rather than have SWBT*

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perform that function; however, under this arrangement SWBT still must treat the test reports in a nondiscriminatory fashion. If MCI's testing produces incorrect information which results in SWBT dispatching a repair crew unnecessarily, then MCI must pay for the cost of the unnecessary trip. [Missouri Award No. 10(5)]

1.2.4 Where MCI requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E911) separate trunking will be required for interconnection to such ancillary services.

1.2.5 SWBT shall interconnect its SWBT Interconnection Wire Center (SIWC) with MCI's facilities in accordance with this section unless otherwise agreed by the Parties.

1.3 Methods for Interconnection

Where the Parties interconnect, for the purpose of exchanging traffic between networks, the Parties may use the following interconnection methods of each Tandem and End Office identified in Attachment III.

1.3.1 Physical Collocation Interconnection ("PCI") - Where MCI provides fiber cable and connects to its equipment located in the SIWC. MCI shall own and maintain its collocated equipment. This option should be offered by SWBT pursuant to this Agreement as described in Attachment V.

1.3.2 Virtual Collocation Interconnection ("VCI") - Where MCI provides fiber cable to SWBT for connection to MCI-designated basic transmission equipment dedicated solely for MCI's use, located in the SIWC. SWBT shall own and maintain such basic transmission equipment at the SIWC. This option should be offered by SWBT pursuant to tariff and as described in Attachment V.

1.3.3 SONET-Based Interconnection ("SBI") - Where MCI provides fiber cable to SWBT for connection at the SIWC to SWBT-designated basic transmission equipment located in the SIWC and dedicated solely for the MCI's use. SWBT shall own and maintain such basic transmission equipment. This option should be offered by SWBT pursuant to tariff and as described in Attachment V.

1.3.5 Leased Facility Interconnection ("LFI") - The Parties agree that where facilities exist, either Party may lease facilities from the other Party.

1.4 Technical Specifications

1.4.1 MCIm and SWBT shall work cooperatively to install and maintain a reliable network. MCIm and SWBT shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

1.4.2 MCIm and SWBT shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

1.4.3 The following list of publications describe the practices, procedures, specifications and interfaces generally utilized by SWBT, and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Electrical/Optical Interfaces:

SWBT Technical Publication TP-76839 - SONET Transmission Requirements - Performance and Interface Specifications, Issue 1, January 1996, or the most current version.

SWBT Technical Publication TP-76625 - High Capacity Digital Service (1.544 Mbs and 44.736 Mbs) Requirements and Transmission Limits, Issue 1, June 1990, or the most current version.

1.5 Interconnection in LATA(s)

1.5.1 When MCIm decides to offer Telephone Exchange Services in a LATA in which SWBT also offers Telephone Exchange Services, MCIm shall provide written notice to SWBT of the need to establish Interconnection in such LATA pursuant to this Agreement.

1.5.1.1 MCIm and SWBT agree that MCIm may designate at its option, a minimum of one point of interconnection within a single SWBT exchange where SWBT facilities are available, or multiple points of interconnection within the exchange, for the exchange of all traffic within the exchange. If MCIm desires a single point for interconnection within a LATA, SWBT agrees to provide dedicated or common transport to any other exchange within a LATA requested by MCIm, or MCIm may self-provision, or use a third-party's facilities.

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1.5.2 The notice provided herein shall include; (i) MCI's requested Interconnection Activation Date; and (ii) a non-binding forecast of MCI's trunking requirements.

1.6 Network Servicing

1.6.1 Trunk Forecasting:

1.6.1.1 The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts shall include:

1.6.1.1.1 Yearly forecasted trunk quantities (which include measurements that reflect actual tandem and end office Interconnection and meet point trunks and tandem-subtending Interconnection end office equivalent trunk requirements for three (3) years;

1.6.1.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;

1.6.1.1.3 Descriptions of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include, but are not limited to, trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

1.6.1.2 Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.

1.6.1.2.1 If the Parties are unable to reach such a reconciliation and the difference is less than ten percent (10%) between forecasts, the interconnection trunk groups

shall be provisioned to the higher forecast. If the difference is greater than ten percent (10%), both Parties will escalate this for resolution. At the end of three (3) months, the utilization of the interconnection trunk groups will be reviewed and, if the average CCS utilization for the third month is under seventy five percent (75%) of capacity, the appropriate Party may issue an order to resize the trunk group, which shall be left with not less than twenty five percent (25%) excess capacity.

1.6.1.2.2 If the Parties agree on the original forecast and then it is determined that a trunk group is under seventy five percent (75%) of CCS capacity on a monthly-average basis for each month of any six (6) month period, the appropriate Party may issue an order to resize the trunk group, which shall be left with not less than twenty five percent (25%) excess capacity.

1.6.1.3 Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.

1.6.1.4 Trunking can be established to tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0 level, DS-1 level, DS-3/OC-3 level, or higher, as designated by MCIIm where facilities are available. Initial trunking will be established between the MCIIm switching centers and SWBT's access tandem(s). The Parties will utilize direct end office trunking under the following conditions:

1.6.1.4.1 Tandem exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between MCIIm and SWBT subscribers.

1.6.1.4.2 Traffic volume - The Parties shall install and retain direct end office trunking sufficient to handle actual or reasonably forecast traffic volumes, whichever is greater, between an MCIIm switching center and a SWBT end office where the traffic exceeds or is forecast to exceed 220,000 minutes (equivalent to a DS-1) of local traffic per month.

The Parties will install additional capacity between such points when overflow traffic between the MCIm switching center and SWBT access tandem exceeds or is forecast to exceed 220,000 minutes of local traffic per month.

1.6.1.4.3 Mutual agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions 1.6.1.4.1 or 1.6.1.4.2 above, and agreement will not unreasonably be withheld.

1.6.2 Grade of Service:

1.6.2.1 A blocking standard of one percent (.01) during the average busy hour, as defined by each Party's standards, for final trunk groups between a MCIm end office and a SWBT access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). Direct end office trunk groups are to be engineered with a blocking standard of two (2) percent (.02).

1.6.3 Trunk Servicing:

1.6.3.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another recommended guideline eventually adopted to replace the ASR for local service ordering.

1.6.3.2 As discussed in this Agreement, both Parties will jointly manage the capacity of interconnection trunk groups. The responsible Party will issue an ASR within ten (10) business days of receipt of a trunk group service request or at any time as a result of the responsible Party's own capacity management assessment, to begin the provisioning process.

1.6.3.3 The standard interval used for the provisioning of Interconnection Trunk Groups shall be determined by Customer Desired Due Date, but in no event shall it be longer than ten (10) working days.

1.6.3.4 A major project that directly impacts the other Party shall be jointly planned and coordinated. Orders that comprise a major project may be submitted at the same time. Major projects are those that require the coordination and execution of multiple orders

or related activities between and among SWBT and MCIIm work groups including, but not limited to, the initial establishment of Interconnection or Meet Point trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

1.6.3.5 MCIIm and SWBT agree to exchange escalation lists that reflect contact personnel, including vice president-level officers. These lists shall include name, department, title, phone number, and fax number for each person. MCIIm and SWBT agree to exchange an up-to-date list on a quarterly basis or as otherwise agreed to by the Parties.

1.6.3.6 Service Objective/Data Exchange. Each Party agrees to service trunk groups to the blocking criteria listed in Section 1.6.3.7 below. Each Party will attempt to service trunk groups in a timely manner when they have sufficient data to determine that the service objectives in Section 1.6.3.7 are not being met. Each Party will make trunk group blockage information available to the other Party by mechanized procedures. The existing exchange of data for Access Trunk Groups will be extended to provide data on all joint trunk groups.

1.6.3.7 Trunk Design Blocking Criteria. Trunk forecasting and servicing for the local and intraLATA toll trunk groups will be based in the industry standard objective of two percent (2%) overall time consistent average busy season busy hour loads (one percent (1%) from the Tandem and one percent (1%) from tandem to End Office based on Neal Wilkinson B.01M [Median Day-to-Day Variation] until traffic data is available). Listed below are the trunk group types and their objectives:

<u>Trunk Group Type</u>	<u>Blocking Objective (Neal Wilkinson B.01M)</u>
Local Tandem	1%
Local Direct	2%
IntraLATA Interexchange	1%
Direct	
IntraLATA Interexchange	0.5%
Tandem	
911	1%
Operator Services	1%
(DA/DACC)	

Operator Services (0+, 0-)	0.5%
InterLATA Tandem	0.5%

2. Transmission and Routing of Telephone Exchange Service Traffic Pursuant to Section 251(c)(2)

2.1 Introduction

This Section prescribes parameters for Traffic Exchange trunk groups the Parties shall establish over the Interconnections specified in Section 1 of this Attachment IV. The trunk groups specified in this Agreement shall be employed by the Parties for the transmission and routing of all Local and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service subscribers. The Parties shall designate one another as the Party responsible for the servicing of two-way trunk groups. Initial establishment of end office two-way trunk groups will be negotiated by the Parties. Subsequently, predominance of originating traffic shall be used in determining the responsible Party.

2.1.1 For MCIm originating traffic (MCIm to SWBT), interconnection shall be as follows: IntraLATA toll traffic may be combined with local traffic on the same trunk group when MCIm routes traffic to either a SWBT access tandem which serves as a combined local and toll tandem or directly to a SWBT end office. When mutually agreed upon traffic data exchange methods are implemented, direct trunk groups to SWBT end offices will be provisioned as two-way and used as two-way. When there are separate SWBT access and local tandems in an exchange, a separate intraLATA toll trunk group will be provided to the access tandem. When there are multiple SWBT combined local and toll tandems in an exchange area, separate trunk groups will be established to each tandem. Such trunk groups may carry both local and intraLATA toll traffic. Trunk groups to the access or local tandems will be provisioned as two-way and used as one-way until such time as it becomes technically feasible to use two-way trunks in SWBT tandems. Trunks will utilize SS7 protocol signaling when such capabilities exist within the SWBT network. Multi-frequency (MF) signaling will be utilized in cases where SWBT switching platforms do not support SS7. Trunking to a SWBT access tandem will provide MCIm access to the SWBT end offices and NXXs which subtend that tandem and to other service providers which are connected to SWBT. Trunking to a SWBT end office will provide MCIm access only to those NXXs served by that individual end office to which MCIm interconnects. [Missouri Award No. 10(1)(a)]

2.1.1.1 Where MCIm interconnects with SWBT at one point in the

LATA and requests common transport, provided by SWBT to any other exchange within the LATA, SWBT will be compensated for those calls (by access charges) dependent on the jurisdiction of the call. [Missouri Reconsideration Order III.A]

2.1.2 *For MCIm terminating traffic (SWBT to MCIm), interconnection shall be as follows. Where SWBT has a combined local and access tandem, SWBT will combine the local and the intraLATA toll traffic over a single trunk group to MCIm. The trunk groups will be provisioned as two-way and used as one-way until such time as it becomes technically feasible to use two-way trunks. When SWBT has separate access and local tandems in an exchange area, a separate trunk group will be established from each tandem to MCIm. Direct trunk groups between MCIm and SWBT end offices will be provisioned as two-way and used as two-way. Trunks will utilize SS7 signaling protocols unless the SWBT switching platform only supports MF signaling. To facilitate the provision of two-way trunking, MCIm shall agree to supply SWBT the necessary information regarding the manner in which MCIm transmits local traffic and local transit traffic on Feature Group D type trunks to and from a tandem switch on two-way trunks in other incumbent local exchange companies' areas. [Missouri Award No. 10(1)(b)]*

2.1.3 *Within 30 days from the receipt of the above information, SWBT shall inform MCIm if such modification can be made within three months and at what cost, or explain in detail in writing why SWBT cannot do so. If the latter explanation is not satisfactory to MCIm, the issue shall be presented to the Commission for a determination of the technical feasibility of providing such two-way trunking. [Missouri Award No. 10(1)(b)]*

2.1.4 For purposes of compensation under this Agreement, the telecommunications traffic between MCIm and SWBT will be classified as either Local Traffic, Transit Traffic, Optional Calling Area Traffic, IntraLATA Interexchange Traffic, FGA Traffic, or Wireless Traffic. The compensation arrangement for the joint provision of Feature Group A (FGA) Services is covered in Exhibit I to this Attachment IV, attached hereto and incorporated herein by reference. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of Telecommunications Services to its end users.

2.1.5 Call originated by one Party's end user and terminated to the other Party's end user will be classified as "Local Traffic" under this Agreement

if the call: (i) originates and terminates in the same SWBT exchange area; or (ii) originates and terminates within different SWBT Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), or other like types of mandatory expanded local calling scopes.

2.2 Measurement and Billing

Where one Party is passing CPN but the other Party is not properly receiving the information, the Parties shall cooperatively work to correctly rate the traffic.

2.3 Basis for Compensation

2.3.1 The Parties agree to compensate each other for the termination of Local Traffic on a minute of use (MOU) basis, subject to the provision of this subsection, at rates set forth in Attachment I. *For purposes of billing, traffic shall be measured by auditable Percent Local Usage (PLU) reports unless it becomes apparent that the audit process is insufficient to guarantee accurate billing. If problems arise from the PLU reports and the Parties cannot agree on another billing mechanism, the Parties shall report back to the Commission which will establish an alternate billing arrangement. [Missouri Award No. 27]*

2.3.2 *The Parties shall not use bill-and-keep but instead use a reciprocal compensation arrangement. The rates for transport and termination shall be set at the corresponding interstate rate that SWBT has on file with the FCC on an interim basis. Compensation for transport and termination shall be based upon which facilities are actually used by the carrier. If SWBT, by virtue of being the incumbent, only requires the use of end-office switching in terminating a call to MCIm then SWBT shall only pay for the use of the end-office switch. [Missouri Award No. 27]*

SWBT 2.3.2-1 A Tandem Served rate is applicable to Tandem Routed Local Traffic on a terminating local MOU basis and includes compensation for the following sub-elements:

Tandem Switching - compensation for the use of tandem switching functions. The rate shall be the "Tandem Switching" price listed in Attachment I, Table 1.

Tandem Transport - compensation for the transmission

facilities between the local tandem and the end offices subtending that tandem. The rate shall be the appropriate "Common Transport" price listed in Attachment I, Table 1.

End Office Switching - compensation for the local end office switching and line termination functions necessary to complete the transmission. The rate shall be the "Local Switching" price listed in Attachment I, Table 1.

SWBT 2.3.2-2 An End Office Served rate applies to Direct-Routed Local Traffic on a terminating local MOU basis and includes compensation for End Office Switching. This includes direct-routed Local Traffic that terminates to offices that have combined Tandem and End Office functions. The rate shall be the "Local Switching" price listed in Attachment I, Table 1.

2.3.3 Local transport and termination rate shall apply for calls which originate and terminate within an exchange area as well as calls that originate and terminate within a mandatory EAS area. Calls that originate and terminate within optional EAS areas wholly within SWBT territory shall be compensated cost-based EAS rates. [Missouri Award No. 28]

2.3.3.1 The EAS termination rate shall be the same as the local termination rate decided in the arbitration case between SWBT and MCI. [Missouri Award No. 28]

2.3.3.2 The EAS transport rate shall be different from the local transport rate since EAS calls will typically travel a longer distance and may be handled differently than local calls. Until a cost-based EAS transport rate can be developed, the Interoffice Common Transport rates decided by the Commission in the arbitration case shall be used. [Missouri Award No. 28]

2.3.3.3 For the twelve SWBT exchanges that have mandatory EAS routes with independent LECs, MCI must obtain compensation agreements with the independent LECs. Until such compensation agreements can be completed, the companies switched access rates could be used on an interim basis. [Missouri Award No. 28]

2.3.4 *Metropolitan Calling Area Compensation*

Charges between SWBT and MCIIm shall be local termination and local transport, not switched access. [Missouri Award No. 29]

SWBT 2.3.4-1 Tier 1 and Tier 2 in the Metropolitan Calling Area (MCA) are the only areas applicable to this provision.

3.0 Signaling

3.1 *Signaling Protocol. Trunks will utilize SS7 protocol signaling when such capabilities exist within the SWBT network. Multi-frequency (MF) signaling will be utilized in cases where SWBT switching platforms do not support SS7.*

[Missouri Award No. 10(1)(a)]. The Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.

3.2 **Where available, the Parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all class features and functions. All CCS signaling parameters will be provided, including but not limited to, automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. SWBT will pass CPN if it receives CPN. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided by MCIIm wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.**

3.3 Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, MCIIm will agree to using other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. At the request of MCIIm, SWBT will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.

3.3.1 Where MCIIm is unwilling to utilize an alternate interconnection protocol, MCIIm will provide SWBT an initial forecast of 64 kbps clear channel capability ("64k CCC") trunk quantities within 30 days of

executing this Agreement consistent with the forecasting agreements between the Parties. Upon receipt of this forecast, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64k CCC local interconnection trunk groups, and the associated B8ZS extended super frame ("ESF") facilities, for the sole purpose of transmitting 64k CCC data calls between MCIm and SWBT. Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or SWBT internal customer demand for 64k CCC trunks. Where technically feasible, these trunks will be established as two-way unless otherwise agreed to by the Parties.

3.4 The following list of publications describe the practices, procedures and specifications generally utilized by SWBT for signaling purposes, and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to signaling:

SWBT Technical Publication, TP-76638 - Common Channel Signaling Network Interface Specifications

GR-000246-CORE, Bell Communications Research Specifications of Signaling System 7

GR-000317-CORE, Switching System Requirements for Call Control Using the Integrated Services Digital Network User Part

GR-000394-CORE, Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part

GR-000606-CORE, LATA Switching Systems Generic Requirements-Common Channel Signaling-Section 6.5

GR-000905-CORE, Common Channel Signaling Network Interface Specification Supporting Network Interconnection Message Transfer Part (MTP) and Integrated Digital Services Network User Part (ISDNUP)

4.0 Numbering

4.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP number resources including, but not limited to, central office

(NXX) codes pursuant to the Central Office Code Assignment Guidelines [Last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/7/95, formerly ICCF 93-0729-010], or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.

4.2 At such time as MCIm notifies SWBT of the need to establish interconnection to provide local Telephone Exchange Services in a specified area, the Parties mutually agree to determine the number of NXXs necessary to identify the jurisdictional nature of the traffic for intercompany compensation. This is necessary until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes. This is independent of any retail service arrangement established by either MCIm or SWBT.

4.3 Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.

4.4 To the extent SWBT serves as Central Office Code Administrator for a given region, SWBT will work with MCIm in a neutral and nondiscriminatory manner, consistent with regulatory requirements, in regard to MCIm's requests for assignment of central office code(s) (NXX) consistent with the Central Office Code Assignment Guidelines. SWBT will provide nondiscriminatory access to number assignment.

4.5 It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

4.6 It shall be the responsibility of each Party to input required data into the Routing Data Base Systems (RDBS) and into the Bellcore Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

4.7 Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

4.8 NXX Migration. Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise

unused, if such end user chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another.

SWBT 4.8-1 The Party to whom the NXX is migrated will pay NXX migration charges as listed in Attachment 1.

5.0 Transmission and Routing of Exchange Access Traffic Pursuant to 251(c)(2)

5.1 Scope of Traffic

This Section prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Section 1 for the transmission and routing of Exchange Access traffic between MCI Telephone Exchange Service end users and Interexchange Carriers via a SWBT access tandem.

5.2 Trunk Group Architecture and Traffic Routing

5.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable MCI's subscribers to originate and terminate traffic to/from such Interexchange Carriers.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Switched Exchange Access to allow MCI subscribers to originate and terminate traffic to/from any Interexchange Carrier which is connected to a SWBT Access Tandem. In addition, the trunks shall be used to allow MCI's subscribers to connect to, or be connected to, the 800 Services of any Telecommunications Carrier connected to the SWBT Access Tandem.

5.2.3 The Parties shall jointly determine which SWBT access Tandem(s) will be sub-tended by each MCI End Office Switch. Except as otherwise agreed by the Parties, SWBT shall allow each MCI End Office Switch to sub-tend the Access Tandem nearest to the Routing Point associated with the NXX codes assigned to that End Office Switch and shall not require that a single MCI End Office Switch sub-tend multiple Access Tandems, even in those cases where such End Office Switch serves multiple Rate Centers.

5.3 Compensation for Exchange Access Traffic

5.3.1 For intrastate intraLATA interexchange service traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge **or comparable charges**, as set forth in each Party's Intrastate Access Service tariff **or comparable tariff**. For interstate intraLATA service, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge **or comparable charges**, as set forth in each Party's Interstate Access Service Tariff **or comparable tariff**.

5.3.2 For intrastate and interstate interLATA interexchange service traffic, compensation will be determined based on meet-point billing procedures set forth in Attachment VIII.

6. Transport and Termination of Other Types of Traffic

6.1 Busy Line Verify/Emergency Interrupt Traffic

6.1.1 Busy Line Verify ("BLV") is performed when one Party's end user requests assistance from the operator bureau to determine if the called line of the other Party is in use; **however, the operator bureau does not complete the call for the end user initiating the BLV inquiry.**

6.1.2 Emergency Interrupt ("EI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called Party that there is a call waiting. **The operator bureau will only interrupt the call and will not complete the telephone call of the end user initiating the EI request.**

6.1.3 *MCIm access to BLV and EI services shall be provided by SWBT. A SWBT operator, upon receipt of a request from an MCIm operator concerning BLV/EI, will perform this function for SWBT subscriber lines. [Missouri Award No. 21] This procedure will be addressed as follows:*

6.1.3.1 Access to Operator Services Busy Line Verify/Emergency Interrupt (BLV/EI) for SWBT subscriber lines will be performed

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Key: Regular Text = MCIm/SWBT negotiated language; **Bold Text** = MCIm language disagreed to by SWBT; *Italics* = Missouri PSC Arbitration Award and stipulation language. ***Bold Italics*** = *Conformed to Award but disagreed to by SWBT. Bold Underline = SWBT language disagreed to by MCIm.*

by the SWBT operator upon receipt of a request from an MCIm operator. SWBT has agreed that it will meet the same performance results for MCIm subscriber requests as it does for SWBT subscriber requests and will size the trunk groups required to perform this function in accordance with the volume demands. **SWBT will provide to MCIm performance reports for the BLV/EI access and success rates on a quarterly basis for the first 12 months from the effective date of the Agreement or as mutually agreed to by the Parties.** MCIm acknowledges that SWBT will not be able to separate MCIm and SWBT results.

6.1.3.2 Where INP is deployed and when a BLV/BEI request for a ported number is directed to a SWBT operator and the query is not successful (i.e., the request yields an abnormal result), **the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator.**

6.1.3.3 *Interim Rates for BLV/EI shall be the intercompany compensation rates.* [Missouri Award No. 21]

6.2 Transit Service

6.2.1 The Parties shall provide and compensate one another for Transit Service on the terms and conditions set forth in this Section 6.2.

6.2.2 "Transit Service" means: (i) the delivery of Local Traffic between MCIm and a third party which subtends a SWBT tandem by SWBT over Traffic Exchange trunks; or, (ii) the delivery of Local Traffic between SWBT and a third party which subtends a MCIm tandem by MCIm over Traffic Exchange trunks. Transit Traffic allows one Party to send traffic to a third party network through the other Party's tandem. A Transit Traffic rate element applies to all MOUs between a Party and third party networks that transit the other Party's tandem switch. The originating Party is responsible for the appropriate rates unless otherwise specified. The Transit Traffic rate element is only applicable when calls do not originate with (or terminate to) the transit Party's end user.

SWBT 6.2.2 -1 The two categories of Transit Traffic are i) Local, and ii) Optional Area.

SWBT 6.2.2.1-1 The Local Transit Traffic rate element applies when both the originating and terminating end users are within SWBT local and mandatory exchanges. The rate

per MOU is the "Tandem Switching" price plus "Common Transport" for Zone 1 as listed in Attachment I, Table 1.

SWBT 6.2.2.1-2 The Optional Area Transit Traffic rate element applies when one end user is in a SWBT optional exchange and the other end user is within the associated SWBT local or mandatory exchanges. The Optional Area Transit rate is listed in Attachment I, Table 1.

6.2.3 In addition, MCIm and SWBT may also exchange IntraLATA Toll Traffic between their Telephone Exchange Service end users and third party LECs over the Traffic Exchange trunk groups. Such IntraLATA Toll Traffic shall not be subject to a transit charge but shall instead be billed by SWBT to MCIm as Switched Exchange Access Service.

6.2.4 *The rates for intermediate transport must be based on the cost of the unbundled elements that perform the function. If the only unbundled element required for intermediate transport is SWBT's tandem switch, then the rate should be the same as the rate for tandem switching. To the extent that intermediate transport involves other network elements, those rates shall be included in the intermediate transport rate. [Missouri Award No. 31]* All networks with CCS involved in Transit Service will deliver each call to each involved network with CCS and the appropriate TCAP message to facilitate full interoperability and CCS billing functions. In all cases, the Parties are responsible to follow the Exchange Message Record ("EMR") standard and exchange records between the Parties and the terminating third party to facilitate the billing process to the originating network. *Until other compensation arrangements can be worked out between MCIm and the independent LECs, the appropriate intrastate switched access rates shall be used. [Missouri Award No. 31]*

SWBT 6.2.5-1 Each Party represents that it shall not send Local Traffic to the other Party that is destined for the network of a third party unless and until such Party has the authority to exchange traffic with the third party. MCI should have compensation agreements with the other LSPs or independent LECs before SWBT shall be allowed to carry such traffic. Until such compensation arrangements can be worked out between MCIm and the independent LECs, the appropriate intrastate switched access rates shall be used. [Missouri Award No. 31]

SWBT 6.2.6-1 All other traffic, not specifically addressed in this Section 6.2, which transits a tandem shall be treated as meet-point billed traffic as described in Attachment VIII unless otherwise agreed.